

TOURIST DEVELOPMENT TAX ADMINISTRATION

This Agreement is made and entered into this 29th day of 2009 by and between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida, 910 North Main Street, Bushnell, Florida, 33513, hereinafter referred to as "Board" and SUMTER COUNTY CHAMBER OF COMMERCE., P.O. Box 100, Sumterville, FL 33585, hereinafter called "Chamber".

WITNESSETH:

WHEREAS, the Chamber is a local nonprofit organization which promotes and advances the business climate in Sumter County, and

WHEREAS, the Board has appropriated funds for the Chamber to be used by the Chamber in providing such services, and

WHEREAS, the Board has previously determined that appropriations to the Chamber constitute a public and county purpose; and such appropriations are authorized by Florida Statute, and

WHEREAS, the Board has implemented a Tourist Development Tax and desires the Chamber to perform administrative services regarding the solicitation, review, recommendation, and compliance of entities seeking to use the tax as authorized and allowed by law, and

WHEREAS, the Board recognizes the need for regular advertising and promotion of the tourism opportunities that exist in Sumter County and desires the Chamber to perform these functions, and

WHEREAS, the Board has contracted the Chamber for these services and desires to renew the contract for the fiscal year beginning October 1, 2009.

NOW, THEREFORE, in consideration of the covenants herein contained, be it mutually agreed by the parties as follows:

1. Incorporation of Recitals. The Recitals above are true and correct and incorporated into this Agreement as if fully set forth herein.
2. Payments: For the services provided and the duties performed by the Chamber, the Board agrees to pay the Chamber \$15,000 for the performance of the administrative services as outlined in Section 3 Chamber Duties herein and to pay the Chamber \$15,000 for regular advertising and promotion of tourism in Sumter County pursuant to the approved marketing and advertisement plan. The payments from the Tourist Development Tax shall be paid on a quarterly basis following the receipt of the documented administrative and advertising services performed during said time period.

3. Chamber Duties: The Chamber shall report to the Board as to the services provided and shall submit a report to the Board upon completion of the programs. The Chamber will provide the administrative services as set forth below:
- a. Provide and receive grant application forms for individuals and organizations, evaluate such applications and make recommendations to the Board of County Commissioners according to the Tourist Development Council Guidelines
 - b. Provide a grant application ranking criteria to which the highest ranking is the submission with the greatest impact to increase the tourism development tax (i.e. more overnight stays in Sumter County)
 - c. Prepare and publish notice of meeting, prepare and distribute meeting agenda, record and distribute meeting minutes
 - d. Create a marking and advertisement plan for the promotion of Sumter County via the utilization of a professional tourism marketing entity
 - e. Conduct market research for such promotion
 - f. Ensure compliance with all laws and rules governing tourist development tax revenues

The Chamber shall maintain complete financial and performance records at all times in accordance with generally accepted accounting procedures. All Tourist Development Council activities and records of the Chamber shall be subject to audit any time by the auditors of the Board. The Chamber shall provide the Board with copies of Articles of Incorporation, By-laws, personnel policies, and such other documentation as may be required by the Board or its auditors to ensure that all expenditures made pursuant to this contract are for a valid public purpose, and as such documents are amended or changed in any way.

4. Indemnification: The Chamber hereby agrees it shall indemnify and save harmless the Board and the County from any and all liability, claims, damages, and losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of any services, program, duty or obligation herein set forth with the use, occupation, management or control of any facility herein provided for or any improvements thereto or any furniture, furnishings, equipment and fixtures used in connection with said facility. The Chamber shall at its expense, defend any and all action, suits, or proceedings which may be brought against the Board or County in connection with the above and satisfy, pay and discharge any and all judgments that may be entered against the Board or the County in such action or proceeding. The Chamber shall furnish proof of liability insurance issued by companies and in such amounts as approved by the Board which policies shall name the Board as an additional insured. The Board shall likewise indemnify and save harmless and defend the Chamber if liability is

based upon the negligence or act or omission of the Board, this provision not to be construed as a waiver of the Board's limitation of liability under sovereign immunity.

5. Reports and Certification: The Chamber shall provide monthly or such other periodic financial statements and activity reports to the Board in the form and manner prescribed by the Board which shall include a certification to the Board that the duties, services and facilities set forth in this Agreement and any attachments hereto were provided and performed in the previous time period. The Chamber shall cooperate with and provide the Board or its duly authorized agents any additional information or reports concerning the activity, income, revenues, expenses and disbursements of the Chamber or any of its agents or representatives when so requested, so long as confidentiality requirements are not abrogated.
6. Independent Contractor: The Chamber shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall in any way be construed to constitute the Chamber or any of its agents or employees as the agent, employees as the agent, employee or representative of the Board.
7. Termination: This Agreement shall terminate on September 30, 2010, unless sooner terminated by either party upon 30 days notice. The Board reserves the right to terminate this Agreement at any time if it makes the determination that the Chamber is not living up to the terms and conditions of this Agreement. This Agreement may be extended in writing by the parties.

ATTEST: GLORIA HAYWARD
CLERK AND AUDITOR

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY

By: Deputy Clerk

By: Garry Breeden, Chair

ATTEST:

SUMTER COUNTY CHAMBER OF
COMMERCE

By:

By: Lee Ann Carr, Executive Director